

**TETON COUNTY, WYOMING  
FINANCIAL ASSURANCE AGREEMENT  
FOR SMALL ESCROW DEPOSITS**

*For Office Use Only*

Application #s \_\_\_\_\_

Amount of Assurance \_\_\_\_\_

Check # \_\_\_\_\_ Received By (initials) \_\_\_\_\_

**PROJECT.**

Name/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

This Financial Assurance Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (“Developer or Owner”), and Teton County, Wyoming (“County”), and serves as receipt for the above noted Financial Assurance and as an agreement of the purpose and conditions for the Financial Assurance.

**RECITALS**

A. The County has the authority to collect and hold financial assurances pursuant to the Teton County Land Development Regulations (“LDRs”) as a condition for issuing a permit or in connection with the approval or a permit or application by the County for the Developer or Owner’s Project, **permit number [insert permit number]**; and

B. The County requires the Developer or Owner to post a financial assurance for the Project, which must be free of defects for a period of **two (2) years** following completion and final inspection by the County, of which improvements and/or mitigation for the Project are estimated to cost \$ **[insert amount of cost estimate]**; and

C. Based on the estimates provided by the Developer or Owner, the County has confirmed the amount of the financial assurance to be \$ \_\_\_\_\_ for this Project and requires the Developer or Owner to deposit that amount with the County, which shall be held by the County Treasurer for the County’s benefit and to guarantee completion or implementation of the work, improvements and/or mitigation approved as part of the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, which are acknowledged, the parties agree as follows:

1. Completion and Warranty. Developer hereby agrees to complete [insert construction of improvements or installation of required mitigation, as applicable] within [insert the time frame in which work needs to be completed], and shall warrant the work for two (2) years after completion and final inspection by the County of improvements or work.

2. Amount. Developer or Owner, to guarantee the construction and installation of improvements and required mitigation provides County with a Deposit in the amount of [insert amount of Deposit] pursuant to the requirements of the LDRs.

3. Duration. This deposit will be held by the County shall not be released until the required action has been completed by the Developer or Owner and this financial assurance shall continue through the time of the warranty period, unless a partial or full release is authorized at an earlier date. This Agreement shall be in effect until the financial assurance is released by the County in accordance with this Agreement and the LDRs.

4. Remedies. All remedies to enforce this Agreement shall be available to the County pursuant to the LDRs and as otherwise are allowed by Wyoming law.

A facsimile or electronic duplicate of this Agreement or any signature shall be considered deemed an original.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused it to be signed by their duly authorized officers the day and year first hereinabove set forth.

**DEVELOPER/OWNER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

**COUNTY:**

TETON COUNTY, WYOMING

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_